

TRANSPORTATION AGREEMENT

This is an agreement between the Montana Department of Corrections (“DEPARTMENT”), 1539 11th Avenue, PO Box 20301, Helena, MT 59620-1301 and Gallatin County (“COUNTY”), C/O Gallatin County Sheriff’s Office, 615 South 16th, Bozeman, MT 59715.

WHEREAS, Gallatin County has contracted with the State of Montana to provide a State Prisoner Transport Coordinator who is charged with the coordination of the Northwest Shuttle System; and

WHEREAS, the obligation to transport persons committed to DOC facilities from the county is statutorily that of the County Sheriff; and

WHEREAS, the DEPARTMENT has the need to utilize the system to transport persons in its custody between DOC facilities located across the State; and

WHEREAS, the use of the system by DEPARTMENT has created an excessive demand on the Northwest Shuttle System; and

WHEREAS the DEPARTMENT has a 15-passenger van available to COUNTY that will allow for more efficient transportation of offenders in the Northwest Shuttle System; therefore

The Parties agree as follows:

1. COMPENSATION

In consideration for allowing the DEPARTMENT to utilize the Northwest Shuttle System (System) to transport persons in the custody of the Montana Department of Corrections (DOC) between DOC facilities, the DEPARTMENT agrees to provide the System with a vehicle described as follows:

1998 Ford E 350, 15-passenger van, White, VIN-1FBSS31S2WHA94692, with approximately 20,000 miles and in excellent mechanical and physical condition – valued at \$16,500 (NADA average retail) as of April 1, 2001.

In return, COUNTY will provide DEPARTMENT with a 1997 Chevy Astro van, AWD, White, VIN-1GNEL19HOV8217528 with approximately 87,000 miles and in good mechanical and physical condition – valued at \$5,540 (NADA average retail) as of April 1, 2001.

2. DUTIES OF THE PARTIES

- A. The Parties agree to provide their own employees as qualified drivers – at their own expense – to operate the vans.
- B. Each driver shall possess a current Montana Driver’s license consistent with that required to operate the van while transporting personnel. Prior to allowing a driver to operate the van, a Party shall conduct a driver’s license check in every jurisdiction that the driver has been licensed.
- C. The Parties shall permit only those individuals with a clean and unencumbered driver’s license to operate the vans. The Parties shall not allow any person to operate the van who has received a “major” traffic or safety-related citation or criminal or civil charge – regardless of whether the citation or charge is under appeal and regardless of whether the citation or charge was issued to the individual while on duty. The definition of a “major” citation or charge will be determined at the sole discretion of the Parties.

- D. While on duty, all van drivers shall abstain from using or being under the influence of mood-altering drugs.
- E. The van shall not be used for passenger transportation upon notice of a potential defect or safety issue from one Party to another until the defect or issue has been remedied.
- F. Each Party agrees to be financially responsible for vehicle related maintenance, insurance, taxes, licensing, gasoline and all other costs associated with operation of the van and agrees to conduct regular maintenance and safety inspections and to make repairs as necessary.

III. INSURANCE

Each party agrees to maintain commercial automobile liability insurance (Occurrence Coverage); to include bodily injury, personal injury, and property damage, with combined single limits of \$1,000,000 per claim and \$2,000,000 aggregate per year.

IV. HOLD HARMLESS/INDEMNIFICATION

COUNTY agrees to protect, defend, and save the DEPARTMENT, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the COUNTY'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of the COUNTY and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the DEPARTMENT, under this agreement.

DEPARTMENT agrees to protect, defend, and save the COUNTY, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the DEPARTMENT'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of the DEPARTMENT and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the COUNTY, under this agreement.

V. LIAISON AND NOTICE

- A. Gary Willems, (444-4941) or successor serves as DEPARTMENT'S liaison.
- B. Allison Shackelford (582-2082) or successor serves as COUNTY'S liaison.

All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) or (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

VI. ACCESS AND RETENTION OF RECORDS

- A. COUNTY is required to maintain reasonable records of performance of duties pursuant to this Contract.

- B. COUNTY agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agent with access to the COUNTY'S records concerning this Contract.
- C. COUNTY agrees to create and retain all records supporting the services rendered for a period of three years after completion of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

VII. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Parties shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior, written mutual agreement of the Parties.

VIII. AMENDMENTS

All amendments to this Contract shall be in writing and signed by the Parties.

IX. COMPLIANCE WITH LAWS

- A. The Parties must, in performance of this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.
- B. In accordance with 49-3-207, MCA, the Parties agree that the hiring of persons to perform work on this contract will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.
- C. Neither the COUNTY nor its employees are employees of the DEPARTMENT and neither the DEPARTMENT nor its employees are employees of the COUNTY. The Parties are required to maintain Workers' Compensation covering their employees while driving the van or performing other work associated with this contract in accordance with 39-71-120, - 401, and -405, MCA.

X. TERMINATION AND DEFAULT

Either Party may, by written notice to the other, terminate this Contract in whole or in part, without cause. Upon termination, the vehicles will immediately be returned to the other Party in the same or similar condition in which they were originally received and accepted – except for reasonable wear.

XI. CHOICE OF LAW AND VENUE

This Contract is governed by the laws of Montana. The Parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

XII. INTEGRATION

This Contract contains the entire agreement between the Parties and no statement, promises, or inducements made by either Party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all Parties to the agreement.

XIII. SEVERABILITY

If any single part, or parts, of this Contract are determined void, the remaining parts remain valid and operative.

DEPARTMENT

COUNTY

Bill Slaughter, Director
Department of Corrections

Jennifer Smith Mitchell, Chair
Gallatin County Board of Commissioners

Date: _____

Date: _____

Approved for Legal Content by:

Legal Counsel
Department of Corrections

Date: _____